NORTH CENTRAL REGIONAL TRANSIT DISTRICT

REQUEST FOR PROPOSALS (RFP)

Advertising Services

RFP#2017-002

February 24, 2017

Due back April 10, 2017 at 3:00pm

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract for adverting services for North Central Regional Transit District (NCRTD or "the District"). The services includes advertising sales, design, production, installation, maintenance and removal of ads on buses and bus shelters.

It is anticipated that advertising work may commence on July 1, 2017.

B. BACKGROUND INFORMATION

The North Central Regional Transit District provides fare-free and premium fare-based bus service connecting communities and pueblos throughout a more than 10,000 square mile area of north central New Mexico including the counties of Santa Fe, Taos, Los Alamos and Rio Arriba; the Cities of Santa Fe and Española and the Towns of Edgewood and Taos; as well as the Pueblos of Pojoaque, Ohkay Owingeh, Nambé, San Ildefonso, Santa Clara and Tesuque. The District also provides in-town bus transit service to the Town of Taos via the RTD Chile Line. The company's signature RTD Blue Buses provide additional connections to New Mexico Rail Runner, Santa Fe Trails, New Mexico Park and Ride, Los Alamos Atomic City Transit and Red River Miner's Transit. All of its buses are equipped with bike racks and are ADA accessible. Services may be expanded during the term of the agreement to include additional areas within the region.

The mission of the NCRTD is to provide safe, secure and effective public transportation within North Central New Mexico in order to enhance the quality of life of our citizens by providing mobility options and economic opportunities throughout the region

The NCRTD provides service on 24 fixed routes, two Demand Response routes, one Dial-A-Ride service and complementary paratransit service in the Taos area. Bus service runs from approximately 5:00 AM to 8:00 PM, Monday through Friday with premium ski shuttle and express services operating on the weekends and holidays.

The NCRTD fleet consists of 54 vehicles which range in size from 3-passenger to 40-passenger capacity as follows:

40-Passenger – 5	14-Passenger – 20
29-Passenger – 10	9-Passenger – 5
20-Passenger – 13	3-Passenger - 1

Last year NCRTD vehicles logged over 1.32 million miles on the road in total.

NCRTD plans to start service from Chama to Farmington, NM to serve the Jicarilla Apache Nation in late 2017.

C. SCOPE OF PROCUREMENT

The District desires a full advertising program that will maximum revenue to the District. The selected contractor will be responsible for finding clients that desire to advertise in our service area on our facilities and vehicles, developing and installing ads for such clients, and billing and collecting from clients for services rendered.

The District desires this advertising program allow some flexibility for rotating of the fleet periodically and allowances for bus maintenance and repairs. All advertising programs must function within the District's approved advertising policy set by it Board (Exhibit B).

D. CHIEF PROCUREMENT OFFICER

1. The District has a Chief Procurement Officer (CPO) who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

   Name: Troy Bingham, Finance Director
   Address: 1327 N. Riverside Drive
   Española, NM 87532

   Telephone: (505)629-4701
   Fax: (505)747-6647
   Email: troyb@ncrtd.org

2. All deliveries of responses via express carrier must be addressed as follows:

   Name: Chief Procurement Officer
   Reference RFP Name: Audit Services RFP#2017-001
   Address: 1327 N. Riverside Drive
   Española, NM 87532

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Chief Procurement Officer. Offerors may contact ONLY the Chief Procurement Officer regarding this procurement. Other Evaluation Committee members do not have the authority to respond on behalf of the District. **Protests of the solicitation or award must be delivered by mail to the Chief Procurement Officer.** Emailed protests will not be considered as properly submitted.

E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

"**Authorized Purchaser**" means an individual authorized by a Participating Entity to place orders against this contract.

"**Award**" means the final execution of the contract document.

"**Business Hours**" means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

"**Close of Business**" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

"**Confidential**" means confidential financial information concerning offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

"**Contract**" means any agreement for the procurement of items of tangible personal property, services or construction.

"**Contractor**" means any business having a contract with a state agency or local public body.

"**Determination**" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"**Desirable**" the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

"**Electronic Version/Copy**" means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

"**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

"**Evaluation Committee Report**" means a report prepared by the Chief Procurement Officer and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

"**Finalist**" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"**Hourly Rate**" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

"**IT**" means Information Technology.

"**Mandatory**" – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

"**Minor Technical Irregularities**" means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

"**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

"**OSA**" the Office of the State Auditor of New Mexico

"**Price Agreement**" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

"**Chief Procurement Officer**" means any person or designee authorized by a state agency or local public body to make written determinations with respect to the selection of contractors.

"**Project**" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

"**Redacted**" means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

"**Request for Proposals (RFP)**" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"**Responsible Offeror**" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

"**Responsive Offer**" or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

"**Sealed**" means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The District reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be

made by the Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.

"**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

"**State (the State)**" means the State of New Mexico.

"**Statement of Concurrence"** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. "We concur", "Understands and Complies", "Comply", "Will Comply if Applicable" etc.)

"**Unredacted**" means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

"**Written**" means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Chief Procurement Officer will make every effort to adhere to the following schedule:

Action	**Responsible Party**	**Due Dates Sample Time Frames**
1. Issue RFP	NCRTD	February 24, 2017
2. Pre-Proposal Conference	NCRTD	March 7, 2017
3. Deadline to submit Questions	Potential Offerors	March 31, 2017
4. Response to Written Questions	Chief Procurement Officer	April 3, 2017
5. Submission of Proposal	***Potential Offerors***	***April 10, 2017***
6. Proposal Evaluation	Evaluation Committee	April 11-28, 2017
7. Selection of Finalists	Evaluation Committee	April 28, 2017
8. Best and Final Offers	Finalist Offerors	May 5, 2017
9. Oral Presentation(s) (if needed)	Finalist Offerors	May 1-5, 2017
10. Finalize Contractual Agreements	NCRTD/Finalist Offerors	May 17, 2017
11. Contract Awards	NCRTD/ Finalist Offerors	June 2, 2017
12. Protest Deadline	Offerors	June 12, 2017

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

1. Issuance of RFP

This RFP is being issued on behalf of NCRTD on February 24, 2017.

2. Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held on March 7, 2017 at 11:30am Mountain Standard Time/Daylight Time at 1327 N. Riverside Drive, Española, NM 87532. Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Chief Procurement Officer (see Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions

may be submitted at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events. Attendance at the pre-proposal conference is not a prerequisite for submission of a proposal.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Chief Procurement Officer as to the intent or clarity of this RFP until close of business the day indicated in the sequence of events. All written questions must be addressed to the Chief Procurement Officer as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Written responses to written questions (if deemed necessary by the Chief Procurement Officer) will be post on the District's website located at www.ncrtd.org/requests.aspx.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE **NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON APRIL 10, 2017**. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Chief Procurement Officer at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Audit Services RFP#2017-002. Proposals submitted by facsimile, or other electronic means, will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required signature on the contracts resulting from the procurement has been obtained.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Chief Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

The Evaluation Committee will select and the Chief Procurement Officer will notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time.

8. Best and Final Offers

Finalist may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation and demonstration.

9. Oral Presentations

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule Section II. A., Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee.

10. Finalize Contractual Agreements

Any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Chief Procurement Officer. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the District reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Chief Procurement Officer will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Chief Procurement Officer.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to NCRTD, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

12. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. ONLY protests delivered directly to the Chief

Procurement Officer in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the June 12, 2017. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to Chief Procurement Officer. Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the District which may derive from this RFP. The District will enter into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the District, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The District personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Chief Procurement Officer and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

A. Proposals will be kept confidential until negotiations and the award are completed by the District. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Chief Procurement Officer will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
C. Confidential data is restricted to:

1. confidential financial information concerning the Offeror's organization;
2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Chief Procurement Officer shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This RFP in no manner obligates NCRTD to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the District determines such action to be in the best interest of NCRTD.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The District's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The District requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Chief Procurement Officer.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied, in writing, by the District through the Chief Procurement Officer or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the District and a contractor attached (Exhibit A) will serve as the basis for discussion of terms and conditions. However, the District reserves the right to negotiate provisions in addition to those contained in this RFP with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The District discourages exceptions from the contract terms and conditions. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the District (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth by the contract strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The District may or may not accept the

alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of Offeror's contract are not acceptable to the District and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), proposed alternate terms and conditions may not be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the District. Please see Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the District and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in District Procurement Rules and Regulations.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The District reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the District, adequately meeting the needs of the District.

21. Notice of Penalties

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

22. Agency Rights

The District, along with the Evaluation Committee, reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of NCRTD.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the District.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring District's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being advertised by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the District's website, the Offeror acknowledges that the version maintained by the District's website shall govern.

28. New Mexico Employees Health Coverage

A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the District exceed $250,000 dollars.

B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the District.

C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information http://www.insurenewmexico.state.nm.us/.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX A, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

30. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX C which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.

2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
   a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
   b. **Explicitly** indicate acceptance of Section V of this RFP; and
   c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in #2 above.

31. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
   a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
   b. violation of Federal or state antitrust statutes related to the submission of offers; or
   c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;

4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Technical Proposals** – One (1) ORIGINAL, six (6) HARD COPIES of the proposal containing ONLY the Technical Proposal; ORIGINAL and COPY shall be in separate labeled binders.

    - Proposals containing confidential information **must** be submitted as two separate binders:
        - **Unredacted** version for evaluation purposes
        - **Redacted** version (information blacked out and not omitted or removed) for the public file

2. **Revenue Proposal** – One (1) ORIGINAL of the proposal containing ONLY the Revenue Proposal; The Revenue Proposal shall be in separate labeled binder from the Technical Proposals.

3. The original and hard copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals:

1. Proposal Content and Organization

Technical Proposal (Binder 1):

A. Signed Letter of Transmittal
B. Table of Contents
C. Proposal Summary (Optional)
D. Response to Contract Terms and Conditions
E. Offeror's Additional Terms and Conditions
F. Response to Specifications **(except cost information which shall be included in Cost Proposal/Binder 2 only)**
    1. Organizational Qualifications and Experience
        a. Offerors shall provide a description of their qualifications and resources available. This description should include relevant education and licenses.
        b. Provide at minimum one client, preferably public transit or governmental agencies, that the firm has provided services similar to NCRTD's requirements. Provide the address, phone number, email (if available) and contact name for the clients. Provide name(s) of staff from proposing firm that worked on the project.
        c. Discussion and evidence of successful Advertising Services Plans that proposer has developed. Proposer must state what measurements it used to determine that the Advertising Service Plans have been successful.
    2. Proposed Advertising Plan
        a. This component will measure each agency's campaign with regard to competitive advantage achieved through creative ideas. Provide examples of advertising design on exterior ads for buses and ads for bus shelters. The information presented in the proposal is an indication of what may be expected from each agency. Note: although some ideas may be very creative, they may not be suitable for public transportation advertising.
        b. Address how your proposed advertising plan will allow for the following:
            1. Fleet Rotation
            2. Bus maintenance and repair time
            3. Adhere to the District's Advertising Policy
    3. Signed Campaign Contribution Form
G. Other Supporting Material (If applicable)

Revenue Proposal (Binder 2)**:**

1. Completed Revenue/Cost Response Form

a. This will identify the estimated annual level of revenue generated for NCRTD based on current market values. Proposers shall clearly state the amount of the estimated annual revenue. Revenue sharing shall include the proposed percentage of revenue to be generated and allocated to both the Proposer and the NCRTD. A minimum annual guarantee is required for this solicitation.
b. Budget proposals must include **estimated** printing and production costs for any exterior bus wraps, internal signage, and bus shelter ads. Proposer must submit the proposed rate card that includes these types of advertisement.
c. Proposer shall include a payment schedule, and if deemed necessary, a compensation or fee for the mobilization period. The "mobilization period" is defined as the initial period of the contract commencing with the first day of contract award and lasting 180 calendar days in which the contractor requires compensation or a fee in order to establish a clientele for advertising sales.

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

IV. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Factors – *correspond to section III.C*	**Points Available**
A. Organizational Qualifications and Experience	
A. 1. Education or Licenses	10%
A. 2. Previous Client	5%
A. 3. Prior Advertising Plans	5%
B. Advertising Plan	
B.1. Creativity of Plan	30%
B.2. Limitations on Plan	20%
C. Campaign Contribution Form	Pass/Fail
D. Revenue/Cost Plan	30%
TOTAL	**100%**

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

The evaluation of each Offeror's revenue/cost proposal will be conducted using the following formula:

$$\frac{\text{Highest Responsive Offeror's Bid (Revenue-Cost)}}{\text{This Offeror's Bid}} \times \text{Available Award Points}$$

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Chief Procurement Officer may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.

4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the District, taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or

solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____
_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____
Signature Date

_____
Title (Position)

APPENDIX B

COST RESPONSE FORM

Ad Sales	Old Contract				New Contract				
	FY2014	FY2015	FY2016	FY2017	Year 1	Year 2	Year 3	Year 4	Total
Total Advertising Revenues									
Percentage to NCRTD									
Payment to NCRTD	$ 10,513	$ 13,035	$ 27,168	~$30,000					
Minimum Guarantee	$ 3,000	$ 8,410	$ 10,428	$ 21,734					

Production Revenues	Old Contract				New Contract				
	FY2014	FY2015	FY2016	FY2017	Year 1	Year 2	Year 3	Year 4	Total
Total Production Revenues									
Percentage to NCRTD									
Payment to NCRTD									
Minimum Guarantee									

Cost	Old Contract				New Contract				
	FY2014	FY2015	FY2016	FY2017	Year 1	Year 2	Year 3	Year 4	Total
Ad Cost		$2,461	$2,506	~$2,500					

APPENDIX C

Letter of Transmittal Form

RFP#2017-001 Financial Audit Services

Offeror Name: _____ FED ID# _____
Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:
_____
_____
_____

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:
Name _____
Title _____
E-Mail Address _____
Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:
Name _____
Title _____
E-Mail Address _____
Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:
Name _____
Title _____
E-Mail Address _____
Telephone Number _____

5. Use of Sub-Contractors (Select one)
____ No sub-contractors will be used in the performance of any resultant contract OR
____ The following sub-contractors will be used in the performance of any resultant contract:
_____
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.
_____
(Attach extra sheets, as needed)

7. ___ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
___ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
___ I acknowledge receipt of any and all amendments to this RFP.

_____ _____, 2017
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

EXHIBIT A
Sample Contract

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
_____ and

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

This agreement ("Agreement") is entered into as of the __ day of _____ 20__, by and between _____ and the North Central Regional Transit District ("NCRTD").

WHEREAS, the NCRTD is a political subdivision of the State of New Mexico; and,

WHEREAS, the NCRTD wishes to retain Contractor to perform the work described below; and,

WHEREAS, pursuant to the NCRTD's Procurement Regulations the Contractor has held itself out as possessing the personnel, experience and knowledge necessary to perform the services described in implementing the Scope of Work as contained within the RFP; and

"**WHEREAS**, the procurement regulations are available to all vendors and contractors by and through the NCRTD procurement office".

NOW THEREFORE: in consideration of the mutual agreements of the parties herein and for other good and valuable consideration the receipt of which is hereby acknowledged the parties to this Agreement agree as follows:

SAMPLE

1. SCOPE OF WORK

The Contractor shall provide the following services to the NCRTD. All services listed below shall be inclusive of work, work product and shall be interpreted consistent with any solicitation or procurement documents promulgated by the NCRTD.

A. Provide all services contained in their response to the RFP and the Scope of Work Attached hereto as Exhibit "_" and any and all addenda as described in the NCRTD's RFP and as outlined in the task order.

B. Deliver completed project in a timely manner with all work to be done in cooperation with the District's project coordinator and in accordance with the task order.

C. Submit payment as outlined in Contractor's proposal, containing a detailed report of work performed. Invoices shall be substantially in the form outlined in Contractor's proposal, and shall contain a detailed report of work performed sufficient to meet the requirements.

D. Contractor may be required to attend NCRTD Board meetings and provide advice to the full NCRTD Board if requested to do so by the Executive Director.

E. Contractor may be required to perform such acts and render such services as are reasonably necessary to complete the work contemplated under this Agreement.

F. Contractor understands and agrees that the professional services covered by this scope of work are to be performed and delivered by the principal professionals within the Contractor's firm and those listed in its response to the RFP and that substitution of subcontractors or delegation of critical work to subordinates needs prior approval from the NCRTD.

G. All deliverables required under this Agreement, including material,

SAMPLE

products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of District as works for hire. Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of District. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the District.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement. Services provided by Contractor under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographical area.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The NCRTD shall be paid a fee consistent with the fee agreed upon in the RFP. Said amount shall be paid per the terms of the RFP. The agreed upon amount is inclusive of Contractor expenses anticipated to be incurred in the performance of services in the Agreement such as copying, mileage, printing, travel, and per diem, telephone and computer

SAMPLE

research charges at the normal rate for such expenses charged by the Contractor to its other clients.

B. Payment shall be made from the Contractor in accordance with the RFP. All invoices shall contain a detailed report of work performed and expenses incurred.

C. Payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the Contractor and have been incorporated into the fee amounts listed on the RFP.

4. TERM AND EFFECTIVE DATE

This agreement shall not become effective until approved by the North Central Regional Transit District. This Agreement shall terminate on _____, 20__ unless terminated pursuant to paragraph 6 below.

5. TERMINATION

A. This Agreement may be terminated by the NCRTD upon ten (10) days' written notice. Upon such termination, Contractor shall pay for Services actually completed to the satisfaction of District. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to District originals of all materials prepared pursuant to this Agreement.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the NCRTD original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the NCRTD shall pay the Contractor for the reasonable value of services satisfactorily performed

SAMPLE

through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date of termination.

6. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the NCRTD and are not employees of the NCRTD. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of NCRTD vehicles, or any other benefits afforded to employees of the NCRTD as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement.

C. Contractor is not an agent or employee of District and will not be considered an employee of District for any purpose. Contractor, its agents or employees shall make no representation that they are District employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the District's name or logo.

D. Contractor shall have no authority to bind District to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding the District to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ

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and discharge its employees or associates as it deems appropriate without interference from the District provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

7. CONFIDENTIALITY

A. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the NCRTD, except as otherwise provided by law. Notwithstanding the preceding agreement to keep materials confidential the Contractor hereby acknowledges and agrees that the NCRTD may provide copies of any and all documents required to be made available for inspection and copying pursuant to the New Mexico Inspection of Public Records Act. Contractor is not required to provide NCRTD with any documents that are not work product or are not otherwise required in order to perform the scope of work or to comply with state and federal laws. Nothing herein shall be deemed to waive any claim of confidentiality by NCRTD or Contractor nor to compel production of documents or information other than as required by this Agreement or by law.

B. Some documents may be subject to the requirements of the Privacy Act of 1974, 5 U.S.C. §552a. The Contractor agrees that it will at all times comply and assist the District in compliance with that law.

8. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or

SAMPLE

services required under this Agreement. Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer, District employee or former District employee have been followed.

9. ASSIGNMENT: SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent or direction of the NCRTD. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the NCRTD. Contractor agrees that its principal officers and employees are to perform the scope of work under this agreement and that it will not unreasonably delegate work to subordinates.

10. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the NCRTD, its officers and employees, from all contract liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the NCRTD to any obligation not assumed herein by the NCRTD unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

11. INSURANCE

Contractor shall obtain and maintain at its own expense adequate insurance at all times during its performance of this Agreement subject to commercial availability at reasonable premiums.

A. Contractor shall obtain and maintain Workers' Compensation insurance

SAMPLE

required by law to provide coverage for Contractor's employees throughout the term of this Agreement. Upon request, Contractor shall provide the NCRTD with evidence of its compliance with such requirement.

B. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage of one million dollars ($1,000,000) per claim and aggregate.

C. Automobile Liability Insurance shall be in amount at least equal to the minimum required by state law on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement, shall name the District as an additional insured, and shall provide that the District will be notified no less than thirty (30) days in advance of cancellation except for non-payment of premium.

D. General Liability Insurance shall be in the amount of $1,000,000 combined single limit and per occurrence and aggregate shall name the District as an additional insured, and shall provide that the District will be notified no less than thirty (30) days in advance of cancellation except for non-payment of premium;

E. The NCRTD retains the right to require that Contractor obtain or provide proof of insurance, certificates of insurance, riders or addenda including documents listing NCRTD as an additional named insured if, in the NCRTD's opinion, the Contractor's work creates a risk or liability for the NCRTD that can be covered and insured without excessive cost or expense to the Contractor.

F. Waiver of insurance requirements may only be performed in writing by the NCRTD's Executive Director and only if s/he is satisfied that the waiver will not result in substantial or unreasonable liability for the NCRTD.

SAMPLE

12 INDEMNIFICATION

Contractor agrees to indemnify NCRTD to the extent permitted by law for the Contractors intentional or negligent acts and omissions under this Agreement and for such other liabilities as may be incurred by the NCRTD to the extent caused by the Contractor's intentional or negligent performance or failure to perform the services set forth in this Agreement.

13. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the North Central Regional Transit District in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The NCRTD and its "employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

14. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the NCRTD and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

15. RECORDS AND AUDIT

A. The Contractor shall maintain, throughout the term of this Agreement and for a Contractor shall maintain throughout the term of this Agreement and for a period of six (6) years thereafter records that indicate the date, time, and nature of the services rendered. Contractor shall make available for inspection by District all records, books of account,

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memoranda, and other documents pertaining to District at any reasonable time upon request. These records shall be subject to inspection by the NCRTD, the NM Department of Finance and Administration, and the NM State Auditor. The NCRTD shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the NCRTD to recover excessive illegal payments.

B. Contractor acknowledges and agrees to maintain all records for a period in excess for five (5) years from the date of the last expenditure report submitted to the Federal government under Exhibit " " in order to ensure the District can comply with the requirements under that agreement.

16. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all resolutions, rules and regulations of the District. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District.

17. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

18. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This

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Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

19. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

20. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

21. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses. Notices may also be provided by electronic transmissions such as facsimiles or e-mails. However, the burden of proof to establish that notice was received shall be on the party electing to utilize electronic transmissions of notifications. Notice under this Agreement shall be deemed given on the day personally delivered or three (3) days after deposit in the United States Mail, first class postage pre-paid, or on the date sent and received if sent by electronic mail. Notices by regular mail shall be sent to a party at the address set forth below:

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North Central Regional Transit District	**XX**
Executive Director	**XX**
1327 N. Riverside Dr.	**XX**
Española, NM 87532	**XX**

An address may be changed by notification to the other party in writing delivered as specified for notices hereunder. Unless such notice is made, a party is entitled to rely on the address stated above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CONTRACTOR:

_____
By: _____
Its: _____
Date: _____

NORTH CENTRAL REGIONAL TRANSIT DISTRICT:

_____
Anthony J. Mortillaro,
Executive Director

Effective Date:_____

Approved as to form:

_____
Peter Dwyer, Legal Counsel

SAMPLE

EXHIBIT B
NCRTD Advertising Policy Adopted June 5, 2015

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

ADVERTISING POLICY

1.0 PURPOSE

1.1 To generate revenues to support the promotional activities offered by the North Central Regional Transit District (NCRTD), which may offer space on NCRTD-owned, controlled or managed property, as permitted by law, for local, regional, and national advertising opportunities.

1.2 This policy specifically addresses cash revenue-generating advertising opportunities on NCRTD-managed properties, consisting of: (1) print advertising on the exterior of NCRTD buses; (2) print advertising displayed on bus shelters in the District's service area; (3) print advertising on the interior of buses; and (4) limited advertising on the exterior of buses in the form of a wrap. This Advertising Policy (Policy) shall apply to the sale of all advertising on all Transit property owned and/or managed by the District. The NCRTD's fundamental purpose in accepting transit advertising is to generate revenue to augment its operating budget operations. The District will accept advertising on its buses only if such advertising complies with this Advertising Policy.

1.3 All advertising shall be subject to this uniform, viewpoint-neutral Policy so as to avoid to the maximum extent possible, the need for case-by-case interpretation and application of the Policy. By not allowing Non-Permissible Advertising, outlined in Section 6, NCRTD can: (a) maintain a professional advertising environment that maximizes advertising revenues and minimizes interference with or disruption of the transit systems; and (b) maintain an image of neutrality on political, religious or other issues that are not the subject of commercial advertising and can be the subject of public debate.

1.4 The NCRTD's acceptance of advertising does not provide or create a general public forum for expressive activities. The NCRTD does not intend its acceptance of advertising to convert its buses to open public forums for public discourse and debate. Rather, as noted, the NCRTD's fundamental purpose and intent is to accept advertising as an additional means of generating revenue to support its operations. In furtherance of that discreet and limited objective, the District retains strict control over the nature of the ads accepted for posting on or in its buses and maintains its advertising space as a limited public forum.

In the NCRTD's experience, certain types of advertisements interfere with the program's primary purpose of generating revenue to benefit the transit system. This policy advances the advertising program's revenue-generating objective by prohibiting advertisements that could detract from that goal by creating substantial controversy, interfering with and diverting resources from operations, and/or posing significant risks of harm, inconvenience, or annoyance to passengers, operators and vehicles. Such advertisements create an environment that is not conducive to achieving increased revenue for the benefit of the buses or to preserving and enhancing the security, safety, comfort and convenience of its operations. The viewpoint neutral restrictions in this policy thus foster the maintenance of a professional advertising environment that maximizes advertising revenue.

The policy is intended to provide clear guidance as to the types of advertisements that will allow the District to generate revenue and enhance transit operations by fulfilling the following goals and objectives:

- Maximizes advertising revenue
- Preventing the appearance of favoritism;
- Preventing the risk of imposing demeaning or disparaging views on a captive audience;
- Maintaining a position of neutrality on controversial issues;
- Reducing the diversion of resources from operations that is caused by demeaning, disparaging, objectionable, inappropriate or harmful advertisements.

The buses are a limited public forum and, as such, the District will accept only that advertising that falls within the categories of acceptable advertising specified in this viewpoint neutral policy and that satisfies all the other access requirements and restrictions provided herein.

The NCRTD reserves the right to suspend, modify or revoke the application of any of the standards in this Policy as it deems necessary to comply with legal mandates, to accommodate its primary transportation function, or to fulfill the goals and objectives identified above. All of the provisions in this Policy shall be deemed severable.

2.0 DEFINITIONS

2.1 "Advertising" means the purchase of space on NCRTD property to propose a commercial transaction for good or services.

2.2 "Compensation" means financial compensation paid to the NCRTD including but not limited to a lump sum, per-unit, or percentage of the amount received from sale of goods or services.

2.3 "District" refers to NCRTD operating entities that may include several "Cities/Counties" that share similar elements in their service functions; an example of a District would be the NCRTD membership.

2.4 "Property" may include NCRTD-owned, controlled or managed vehicles, equipment, shelters, signs, facilities, structures and buildings.

3.0 POLICY

3.1 The Public Information Officer or Designee may seek designation of space as appropriate and available on NCRTD-managed property under his or her management for advertising and the value of the space.

3.2 A request for such a designation will be forwarded to the Executive Director for approval.

3.3 When the Executive Director approves the designation of space as appropriate and available on NCRTD-managed property for advertising, the Public Information Officer and the Executive Director will determine the optimal method for implementing an advertising program. It is anticipated that in most cases, management of advertising programs will be accomplished by entering into agreements with a private advertising sales contractor. This does not preclude the option of managing an advertising program in-house.

3.4 Agreements and contracts for an advertising sales contractor and commissions must follow the District's Procurement Policy.

3.5 This policy does not require that the NCRTD grant all requests to permit advertising on any NCRTD-managed property.

3.6 Recognizing that "The Blue Bus" is a critical component of NCRTD branding, requests for bus wraps will be reviewed to insure that element of the bus's identity is not overtaken. Wrapping will be limited to the middle sides of the buses and the Public Information Officer and Executive Director will ascertain the number of vehicles in the fleet that may be wrapped at any one time.

3.7 All advertisements must clearly and unambiguously identify the person or entity that has sponsored, paid for, or caused the advertisement or announcement to be placed. Website addresses or phone numbers without more information are insufficient to satisfy this section.

3.8 RTD will adhere to all local ordinances and signage codes for advertising on any of its fixed properties.

4.0 ADVERTISING CONTENT

4.1 The subject matter of all advertising shall be limited to speech which proposes solely a commercial transaction for goods and services or qualified Public Service Announcements as defined below. The advertisements must contain only expressions related to the economic interest of the advertiser and its audience.

4.2 Specific opportunities for non-commercial advertising, such as making available a stated percentage of space for public service announcements (PSAs) may be permitted at the discretion of the NCRTD. PSAs are advertisements that promote public health, safety and awareness of existing laws or social welfare programs on a non-partisan basis. PSAs shall not contain offers to purchase any item or service. Upon the District's request, any non-profit entities proposing a PSA must document their tax-exempt status before qualifying for any PSA opportunities. If the non-profit agency offers items or services available for purchase, the standard advertising rates apply.

4.3 Advertising and marketing opportunities and associated agreements must conform to these requirements:

4.3.1 Opportunities for external parties to participate in commercial advertising will be fair and neutral. No single business, enterprise or entity shall be given preferential treatment with the sole exception of the NCRTD itself and its constituent public entity members who may, in the sole discretion of the NCRTD be given preferential treatment.

4.3.2 Advertising agreements shall comply with applicable federal, state, and local laws and ordinances.

4.3.3 Advertisers shall refrain from advertising practices that are offensive or objectionable to the public and shall abide by federal, state, and local laws/ordinances.

4.3.4 Advertisements cannot promote a commercial transaction that is expressly prohibited by federal, state or local law or regulations. (addressed below)

4.3.5 Advertisers' promotional materials and/or claims may not include false, misleading, or deceptive claims.

4.3.6 The NCRTD retains the right to control placement, content, appearance, and wording of advertising messages.

5.0 NON-PERMISSIBLE ADVERTISING

5.1 In general, advertising shall not be accepted for advertisements:

5.1.1 Promoting tobacco-related products, including depicting the sale or use of tobacco.

5.1.2 Promoting alcohol-related products, including promoting or depicting the sale or consumption of alcohol.

5.1.3 Containing nudity, or sexual content in the ad. This includes prurient sexual suggestiveness that describes, depicts, or represents sexual activities or aspects of the human anatomy.

5.1.4 Promoting weapons/firearms, where the advertisement or any material contained in it, directly or indirectly promotes the sale or use of a firearm.

5.1.5 Depicting violence, including any images or descriptions of graphic violence, such as (1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation dismemberment, decomposition, or disfigurement, and (2) the depiction of weapons or other implements or devices associated in the advertisement with an act or acts of violence or harm to a person or animal.

5.1.6 Regarding religion, which is defined as any advertisement that contains direct references to religion, or to any religion, or to any deity or deities, or to any religious creed, the existence, nonexistence or other characteristics of any deity or deities, or to any religious creed, denomination, belief, tenant, cause or issue relating (including opposing or questioning) any religion. This prohibition shall include the depiction of any commonly associated text, symbols, or images associated with such religions. This prohibition does not extend to the use of symbols integrated into the elements of a commercial enterprise's logo, the architecture of buildings, or other symbols or images of historical places or figures where the images are a component of an established business or attraction and are not a promotion of a religion or religious activity.

5.1.7 Regarding political activities and opinions, which are defined as advertisements that, contain messages on matters of public policy other than PSA's as defined above, or involve topics, involving elected officials and candidates for public office, advertisements involving political parties or political affiliations, and/or advertisements that directly or indirectly endorses or implicates the action, inaction, prospective action, or policies of a government entity.

5.1. Regarding adult-oriented entertainment goods or services involving sexual activities such as advertisements that promote or encourage, or appear to promote or encourage adult entertainment establishments, adult telephone services, internet sites and escort services.

5.1.9 Containing demeaning or disparaging content such as advertising that includes language, pictures or other graphic representations that are derogatory or defamatory of any person or group because of race, color,

national origin, ethnic, background, age, disability, ancestry, marital or parental status, military discharge status, source of income, religion, gender or sexual orientation.

5.1.10 Containing profanity, vulgarity, or inflammatory language including any material that may inflame emotions, cause a riot, or other imminent threat to public safety, peace or order.

5.1.11 Implying the NCRTD's endorsement of any product, service, company or person.

6.0 EARNED REVENUE AND BUDGET PROCESS

6.1 Revenue from advertisements and commissions shall generally be reflected as revenue for the NCRTD's marketing and advertising budget unless otherwise directed by the NCRTD Board. Only guaranteed advertising revenues such as the revenue commitments in a multi-year advertising agreement should be included in the fiscal year budget although the staff should disclose any potential revenue or potential shortfall in revenue when the information is available and reliable.

6.2 Prior to a mid-year budget adjustment, advertising revenue projections will be assessed and, if necessary, a Budget Adjustment Request (BAR) will be initiated to address any projected increase or decrease in revenue.

6.3 Advertising revenues shall generally be considered additional revenues for the NCRTD's marketing and advertising budget. The NCRTD's approved budget should not be decreased by the amount of advertising revenues unless expressly required by the NCRTD Board.